

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN RE:

ESPERANZA DE LA CRUZ

Debtors

CASE NO. 18-05846 MCF

CHAPTER 13

**STIPULATION**

**TO THE HONORABLE COURT:**

**COME** now creditor MMG I PR CR, LLC [hereinafter "MMG"] represented by the undersigned counsel and Ms. Esperanza de la Cruz represented by the respective undersigned counsel and respectfully Allege, State and Pray:

**INTRODUCTION**

1. On October 5, 2018, Ms. Esperanza de la Cruz filed a petition for relief.
2. The Debtors incurred in post-petition mortgage arrears, causing MMG to file a Motion for Relief from the Automatic Stay on November 5, 2020. (Dkt. 33)
3. A final hearing is scheduled for December 15<sup>th</sup>, 2020.

*Ec3*

**STIPULATION**

4. The appearing parties have reached an agreement to settle any pending matters related to the Motion for Relief from Stay.
5. The Debtor accepts and acknowledge that MMG's claim is secured by property of the estate.
6. The Debtor accepts and acknowledges that MMG is the holder in due course of the following mortgage note:
  - a. Mortgage Note in the amount of \$38,500.00, due on April 1, 2031, bearing interest at 8.00% per annum. This mortgage note is secured by the Debtor's

property according to Mortgage Deed #12 executed on April 3, 2001 before notary José Sánchez Acosta.

7. MMG and the Debtor have reached the following agreement:
  - The Debtor amended her Chapter 13 Plan to include \$2,568.32 in order to cure the post-petition arrears accrued by the Debtor towards MMG's claim.
8. The Debtor agrees that if she fails to comply with any of the provisions of this Stipulation and/or pay two (2) post-petition mortgage payments to MMG at any time after this Stipulation is approved, the stay will be automatically lifted in favor of MMG without need of a hearing or any further Court assistance.
9. If this bankruptcy case is dismissed or converted to Chapter 7, MMG reserves the right to modify or terminate this agreement.
10. This Stipulation shall be deemed part of the Debtor's Chapter 13 Plan (Dkt. 39) and shall constitute partial treatment to MMG's claim.
11. The terms of this Stipulation may not be amended or modified by amending the plan or by any other means that does not include the written consent of the appearing parties.
12. This Stipulation shall bind the parties and their respective successors, privies and assignees.
13. This agreement does not affect or modify the obligations for parties who may be liable with the Debtors on this claim.

**WHEREFORE,** it is respectfully requested by the subscribing parties, that this Court approves this Stipulation, with such further relief as is just proper.

**I HEREBY CERTIFY:** that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following: Debtors' Attorney Roberto Figueroa Carrasquillo, Esq., Chapter 13 Trustee José R. Carrión Morales, Esq. US Trustee Monsita Lecaroz Arribas, Esq., and to all those who in this case have registered for receipt of notice by electronic mail.

**RESPECTFULLY SUBMITTED**

**TO ALL CREDITORS AND PARTIES IN INTEREST:** Within twenty one (21) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

In Caguas, Puerto Rico this 7<sup>th</sup> day of December, 2020.

/s/ Isayra Bagué Díaz, Esq.  
USDC 225114  
PMB 181 PO BOX 4952  
Caguas PR 00726  
Tel. (787) 536-6719  
E-mail: [ibdiazlaw@gmail.com](mailto:ibdiazlaw@gmail.com)

  
/s/ Roberto Figueroa Carrasquillo, Esq.  
USCD 203614  
PO Box 186  
Caguas, PR 00726-0186  
Tel. (787) 744-7699  
Fax (787) 746-5294  
E-mail: [rfg@figueroalaw.com](mailto:rfg@figueroalaw.com)

